

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
GALVESTON DIVISION

EXHIBIT "A"

JAMES MCINGVALE
Plaintiff

VS.

AGM, LLC
Defendant

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§

CIVIL ACTION NO. _____

AFFIDAVIT OF JAMES MCINGVALE

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared JAMES
MCINGVALE, who, after being duly sworn by me, on his oath deposed and said as follows:

"My name is JAMES MCINGVALE. I am over the age of eighteen (18) years, I am of sound mind, and I am fully competent to make this affidavit. I have personal knowledge of the facts stated herein.

On or about July 19, 2006, I authorized Woodforest National Bank to issue Irrevocable Letter of Credit No. 660 in the amount of \$4,000,000 at the request of and for the account of AGM, LLC as additional collateral for a loan for my brother's companies.

On or about March 19, 2007, I received written notification from AGM, LLC that defaults existed under the Loan Agreement with respect to my brother's companies. I was also notified of AGM, LLC's intent to liquidate and collect upon the collateral held by the borrowers to the loan.

Then on March 25, 2007 and again on April 1, 2007, I saw a "Notice of Sale" in the Houston Chronicle published at the request of AGM, LLC concerning my brother's companies. The Notice of Sale stated that the public auction would take place on Wednesday, April 4, 2007 at the offices of Katten Muchin Rosenman LLP in Chicago, Illinois with respect to assets held in Houston, Texas.

On April 4, 2007, I learned that AGM, LLC actually held the public auction and was the only bidder at the auction.

On or about April 4, 2007, my attorney received a "Final Notice of Demand for Payment of Obligations."

I believe that the public auction was not conducted in a commercially reasonable manner as required by Article 9 of the Uniform Commercial Code and also

believe that AGM, LLC is not disposing of the collateral in a commercially reasonable manner.

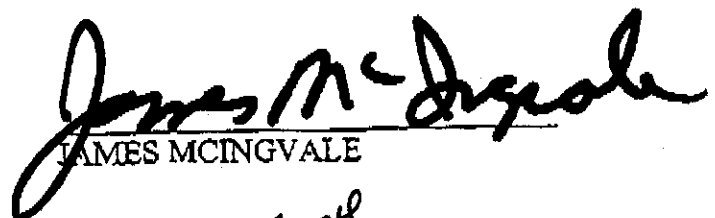
If the court determines that AGM, LLC did not conduct the auction and does not dispose of the collateral in a commercially reasonable manner, then AGM, LLC is not entitled to draw on the \$4,000,000 Irrevocable Letter of Credit.

I am requesting a temporary restraining order to prohibit and restrain AGM, LLC from drawing on the Irrevocable Letter of Credit.

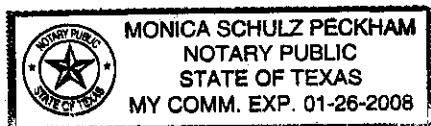
Harm to me is imminent because if AGM, LLC is not restrained, AGM, LLC can draw on the Irrevocable Letter of Credit immediately and I would be out of pocket \$4,000,000 and may not be able to obtain my money back from AGM, LLC.

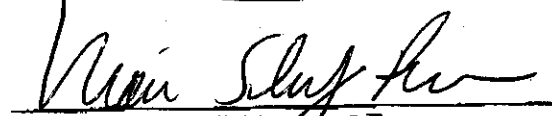
No other adequate remedy at law exists. I am willing to post a bond if the court deems it to be appropriate."

Signed this 25th day of April, 2007.


JAMES MCINGVALE

SUBSCRIBED AND SWORN TO BEFORE ME on this 25th day of April, 2007.




NOTARY PUBLIC in and For
The State of TEXAS

Printed Name: Monica Schulz Peckham

My Commission Expires: 1/26/08